

**U.S. Department of Justice
Washington, DC 20530**

Exhibit A to Registration Statement

**Pursuant to the Foreign Agents Registration Act of
1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

8. If the foreign principal is not a foreign government or a foreign political party:

- a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes No

Owned by a foreign government, foreign political party, or other foreign principal

Yes No

Directed by a foreign government, foreign political party, or other foreign principal

Yes No

Controlled by a foreign government, foreign political party, or other foreign principal

Yes No

Financed by a foreign government, foreign political party, or other foreign principal

Yes No

Subsidized in part by a foreign government, foreign political party, or other foreign principal

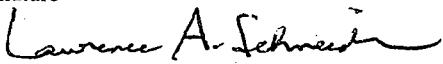
Yes No

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
9/14/2012	Lawrence A. Schneider, Partner	

OMB NO. 1124-0004; Expires February 28, 2014

U.S. Department of Justice
Washington, DC 20530

**Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Arnold & Porter LLP 555 Twelfth Street, N.W. Washington, DC 20004	2. Registration No. 1750
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3. Name of Foreign Principal

Instituto Guatimalteco de Turismo -- INGUAT (Guatemalan Institute of Tourism)

Check Appropriate Box:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

In accordance with the terms of the attached contract, the Registrant will provide services with respect to the promotion of investment and tourism through the development of a strategy regarding Guatemala's legal, media and public policy objectives in Washington, D.C.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

In accordance with the terms of the attached contract, the Registrant will provide services with respect to the promotion of investment and tourism through the development of a strategy regarding Guatemala's legal, media and public policy objectives in Washington, D.C.

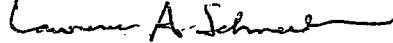
9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

In accordance with the terms of the attached contract, the Registrant will provide services with respect to the promotion of investment and tourism through the development of a strategy regarding Guatemala's legal, media and public policy objectives in Washington, D.C.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
9/14/2012	Lawrence A. Schneider, Partner	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



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Contrato Administrativo No. 366-2012
INGUAT — ARNOLD & PORTER LLP

CONTRATO ADMINISTRATIVO NÚMERO TRESCIENTOS SESENTA Y SEIS GUIÓN DOS MIL DOCE 366-

2012.

En la ciudad de Guatemala, el treinta de agosto del año dos mil doce, nosotros: **MARUJA RENÉE ACEVEDO ORELLANA**, de cuarenta y nueve años de edad, soltera, guatemalteca, Licenciada en relaciones internacionales, con domicilio en el departamento de Guatemala, República de Guatemala, quien se identifica con el Documento Personal de Identificación con Código Único de Identificación

extendido por el Registro Nacional de las Personas de la República de Guatemala, quien comparece en calidad de Subdirectora del Instituto Guatemalteco de Turismo en adelante denominado simplemente "EL INGUAT", personería que acredita con la certificación del Acuerdo Gubernativo de su nombramiento número seis de fecha veinticuatro de enero del año dos mil doce, emitido por el Presidente Constitucional de la República y con la certificación del acta de toma de posesión de dicho cargo número veintisiete guión dos mil doce (27-2012) suscrita por el Departamento de Recursos Humanos de "EL INGUAT", de fecha veintisiete de enero del año dos mil doce, señala como lugar para recibir notificaciones la séptima avenida uno guión diecisiete, Centro Cívico, zona cuatro de esta ciudad. Asimismo, comparece de conformidad con lo que establece el artículo dieciocho (18) del Decreto un mil setecientos uno (1701) del Congreso de la República, Ley Orgánica del Instituto Guatemalteco de Turismo; y **RAÚL RODOLFO HERRERA**, de cincuenta y cuatro años de edad, casado, estadounidense, abogado, con domicilio en los Estados Unidos de América, me identifica con pasaporte número

extendido por el Departamento los Estados Unidos de América, comparezco y actuó en mi calidad de Socio de la sociedad **ARNOLD & PORTER LLP**, en adelante denominada "LA CONTRATISTA", la cual quedó inscrita definitivamente en el Distrito de Columbia, Registro, Washington, D.C. de los Estados Unidos de América al número doscientos diez mil doscientos ochenta





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(210,280); mi calidad de socio me da suficiente capacidad para representar a ARNOLD & PORTER LLP y firmar el presente contrato de conformidad con el certificado de incumbencia de fecha trece de Agosto del dos mil doce; señalo como lugar para recibir notificaciones la calle doce, numeral quinientos cincuenta cinco NW, Distrito de Columbia, Washington, D.C. de los Estados Unidos de América, código postal veinte mil cuatro (20004). Los comparecientes manifestamos que nos encontramos en el libre ejercicio de nuestros derechos civiles para la celebración de este acto y que las calidades y representaciones que ejercitamos son suficientes y amplias conforme a la ley y a nuestro juicio, habiendo tenido a la vista la documentación relacionada y por este instrumento convenimos en suscribir el presente **CONTRATO ADMINISTRATIVO DE MANEJO DE IMAGEN PARA LA ATRACCIÓN DE INVERSIÓN Y TURISMO MEDIANTE EL DESARROLLO DE UNA ESTRÁTÉGICA SOBRE OBJETIVOS LEGISLATIVOS, MEDIÁTICOS Y DE POLÍTICA PÚBLICA DE GUATEMALA EN WASHINGTON, D.C.**, contenido en las cláusulas siguientes: **PRIMERA: BASE LEGAL:** El presente contrato lo celebramos de conformidad con lo que establece el artículo uno (1), tres (3), cuarenta y tres (43), cuarenta y cuatro (44), cuarenta y siete (47), cuarenta y ocho (48), cuarenta y nueve (49), sesenta y cinco (65) y ciento dos (102) del Decreto número :cincuenta y siete guión noventa y dos (57-92) del Congreso de la República, Ley de Contrataciones del Estado; veinte (20), veintiséis (26), treinta y ocho (38) y setenta y ocho (78) Reglamento de la Ley de Contrataciones del Estado, Acuerdo Gubernativo 1056-92 y sus Reformas; Resolución número setecientos treinta y uno guión D (731-D), de fecha uno de julio del año dos mil nueve de la Dirección de EL INGUAT. **SEGUNDA: JUSTIFICACIÓN:** El presente contrato tiene como justificación la necesidad de atraer inversión extranjera y turismo, mejorando en Washington, D.C. y en los estamentos estadounidenses, la percepción sobre el clima de inversión guatemalteco. La importancia de la inversión extranjera estriba en los altos niveles de ahorro internacional frente al ahorro doméstico, con lo cual es lógico competir por mayor inversión extranjera con el resto de países de la región para dar viabilidad a proyectos productivos, mientras que la relevancia del turismo radica en que su atracción, además de generar réditos en materia de divisas, implica la generación de un





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círculo virtuoso en el que a mejor percepción, mayor turismo, y mayor inversión. **TERCERA: OBJETO:**
Yo, Maruja Reneé Acevedo Orellana, manifiesto que el objeto de este contrato es el manejo de imagen de Guatemala para la atracción de inversión y turismo mediante una asesoría estratégica sobre objetivos legislativos, mediáticos y de política pública de Guatemala en Washington DC. El presente contrato busca alcanzar los objetivos legislativos, mediáticos y de política pública de Guatemala en Washington, DC— relacionados con temas de prioridad para el país — mediante (1) La identificación de los objetivos legislativos y de política pública de Guatemala en Estados Unidos, y (2) La realización de acciones basadas en la asesoría estratégica de LA CONTRATISTA y de sus servicios de relaciones gubernamentales con los poderes legislativo y ejecutivo de Estados Unidos. **CUARTA: CARACTERÍSTICAS GENERALES RESPECTO A LA CONTRATISTA:** Yo, Raúl Rodolfo Herrera, en representación de LA CONTRATISTA, manifiesto que por medio de este contrato que me comprometo a prestar los servicios de asesoría estratégica sobre objetivos legislativos, mediáticos y de política pública de Guatemala en Washington DC llevando a cabo en general (1) La identificación de los objetivos legislativos, mediáticos y de política pública de Guatemala en Estados Unidos con el concurso del Gobierno de Guatemala del Presidente de la República, de la Vicepresidente, de sus Ministros y del Embajador de Guatemala ante los Estados Unidos y (2) La realización de acciones basadas en la asesoría estratégica de LA CONTRATISTA y de sus servicios de relaciones gubernamentales con los poderes legislativo y ejecutivo y el sector mediático de Estados Unidos. **QUINTA: CARACTERÍSTICAS ESPECÍFICAS RESPECTO A LA CONTRATISTA:** Yo, Raúl Rodolfo Herrera, en representación de LA CONTRATISTA manifiesto que por media de este contrato, me comprometo a efectuar: (1) La realización de una sesión de trabajo inicial para lanzar la iniciativa de "Búsqueda de Objetivos Legislativos, Mediáticos y de Política Pública de Guatemala en Washington, D.C." a fin de enteramos de la interacción con los funcionarios del Congreso norteamericano, de la Administración del Presidente Barack Obama y de otras agencias clave hasta la fecha; (2) La identificación de las políticas públicas de Guatemala incluidas, entre otras aquellas en materia de seguridad e inversión extranjera, que pasan



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por, o dependen en alguna medida, de Washington, D.C. y sus estamentos — ya sea porque el éxito de la política requiera del apoyo del estamento de Estados Unidos (Congreso o Ejecutivo), o porque la imagen que se proyecte de Guatemala y su política sean decisivas para el éxito de la política pública en cuestión; (3) El desarrollo de una estrategia detallada, en la cual se ilustrará el plan para alcanzar los objetivos a corto y mediano plazo; y (4) La preparación y presentación mensual de un informe exhaustivo a INGUAT de las actividades efectuadas y del trabajo completado por LA CONTRATISTA durante el mes inmediatamente anterior, con las evidencias razonables de las actividades realizadas.

SEXTA: CARACTERÍSTICAS RESPECTO A INGUAT Y A LA REPÚBLICA: Yo, Maruja René Acevedo Orellana, manifiesto el compromiso de INGUAT y de la República de Guatemala de mantener una comunicación fluida y permanente entre la República de Guatemala y LA CONTRATISTA para así posibilitar y validar la identificación de las políticas públicas relevantes de Guatemala que tienen algún nivel de interdependencia con el Congreso o Ejecutivo de Estados Unidos, la elaboración de la estrategia para alcanzar los objetivos legislativos, mediáticos y de política pública de Guatemala en Washington, D.C., y las acciones conducentes a alcanzar tales objetivos. **SÉPTIMA: PLAZO DEL CONTRATO:** El presente contrato será efectivo a partir del 1 de septiembre de 2012 hasta el 31 de diciembre de 2012, por un monto de ciento cuarenta y tres mil setecientos cincuenta Dólares de los Estados Unidos de América (US\$ 143,750.00) mensuales; INGUAT realizará los pagos sin deducción de impuestos, gravámenes o cargos algunos, resultando en pagos netos a LA CONTRATISTA por los montos indicados en el presente contrato. Con posterioridad a las tareas descritas anteriormente, la CONTRATISTA enviará a INGUAT una factura reflejando su cobro de honorarios y proporcionando todos los detalles que razonablemente requieran INGUAT o la República, incluidos el número de horas laboradas, la descripción de las tareas efectuadas bajo el presente contrato y el nombre de los socios y asociados de la CONTRATISTA que hayan efectuado las labores. Las facturas deberán ser pagadas trimestralmente dentro de los 30 días posteriores a la recepción de cada factura. Dichos pagos se realizarán por medio de transferencia bancaria a la cuenta de Arnold & Porter LLP; nombre de banco:

Maruja René Acevedo Orellana



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BB&T (Branch Banking & Trust Co.); ABA: 054001547; número de cuenta: ,Swift:

BRBTUS33. OCTAVA: CONFIDENCIALIDAD: LA CONTRATISTA guardará total confidencialidad sobre los datos a que tenga acceso para el cumplimiento del presente contrato, sean estos almacenados en medios escritos, electromagnéticos o incluidos en medios inteligibles tales como reportes, despliegues, redes de telecomunicación y similares, que no sean del dominio público. LA CONTRATISTA está obligada a mantener confidenciales toda información gubernamental a la que tenga acceso derivado del presente contrato así como aquellos productos generados a partir de su trabajo de abogados en el marco del presente contrato, siempre y cuando no medie consentimiento expreso de INGUAT o del Gobierno de Guatemala para su difusión. El incumplimiento de esta cláusula dará derecho a EL INGUAT de ejercitarse las acciones legales correspondientes, de conformidad con los artículos doscientos veintidós y doscientos veintitrés del Código Penal. **NOVENA: FIANZA DE CUMPLIMIENTO.** La CONTRATISTA, como requisito previo para la aprobación del presente Contrato, deberá constituir a favor de INGUAT, en una entidad afianzadora debidamente autorizada para operar en Guatemala de reconocida capacidad y solvencia financiera, una fianza equivalente al DIEZ POR CIENTO (10%) del valor total del presente Contrato que garantizará el cumplimiento de las obligaciones contractuales. La fianza deberá mantenerse en vigencia hasta que la República de Guatemala, a través de INGUAT, otorgue, a solicitud de LA CONTRATISTA, la constancia de haber recibido a su entera satisfacción la prestación de los servicios jurídicos que cubren este Contrato. LA CONTRATISTA deberá entregar la fianza de cumplimiento a la Asesoría Jurídica de "EL INGUAT" dentro del periodo de veinte (20) días a partir de la suscripción del presente Contrato. **DÉCIMA: OBLIGACIONES DE LA CONTRATISTA:** LA CONTRATISTA se obliga a: a) Prestar los servicios de asesoría que por este medio se contrata en la forma establecida en las cláusulas cuarta y quinta del presente contrato y la oferta presentada; y b) Cumplir con el plazo establecido. **DÉCIMA PRIMERA: DERECHOS DE AUTOR:** El contenido (textos, gráficos, ilustraciones, etcétera) y productos generados de los estudios realizados, en el momento de ser recibidos y aprobados por INGUAT o por el Gobierno de Guatemala con fines de publicación o

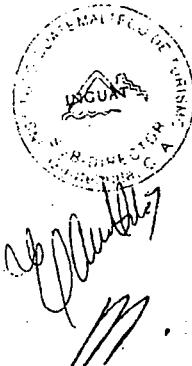


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emisión pasarán a ser propiedad única y exclusiva del Gobierno de Guatemala y de EL INGUAT, quienes podrá disponer para su publicación, reproducción, publicidad y promoción sin previa ni posterior autorización del autor para que haga uso de los mismos, sin ninguna limitación de tiempo, espacio o condiciones. Asimismo, por este medio EL INGUAT reconoce los derechos morales (autoría) de los servicios que por este acto se contratan, sin que esto represente responsabilidad económica presente o futura adicional al pago pactado por los servicios concluidos, por lo que desde ya LA CONTRATISTA autoriza al Gobierno de Guatemala y a EL INGUAT para: a) La reproducción por cualquier procedimiento, b) La traducción a cualquier idioma, c) La adaptación, arreglo o transformación, d) La comunicación al público, directa o indirectamente, por cualquier procedimiento o medio, conocido o, por conocerse. **DÉCIMA SEGUNDA: NOTIFICACIONES SOBRE TERMINACIÓN DEL CONTRATO:** Una vez terminados los servicios a entera satisfacción de EL INGUAT, las partes del presente contrato emitirán recíprocamente las notificaciones sobre terminación del contrato. **DÉCIMA TERCERA: CASO FORTUITO O FUERZA MAYOR:** Los hechos que ocurran considerados como casos fortuitos o de fuerza mayor que impidan el cumplimiento del presente contrato, relevan a las partes de responsabilidad debiendo producirse la comunicación escrita en la que se pruebe el hecho ocurrido, EL INGUAT no cubrirá indemnización derivada de casos fortuitos o de fuerza mayor. **DÉCIMA CUARTA: PROHIBICIONES:** LA CONTRATISTA tiene prohibido ceder, enajenar, traspasar o disponer de cualquier forma, total o parcial los derechos provenientes del presente contrato, bajo pena de nulidad de lo pactado y resarcimiento de los daños y perjuicios que pudiera causar a EL INGUAT. **DÉCIMA QUINTA: AUTORIZACIÓN PARA CONTRATAR Y DELEGAR:** Bajo el presente CONTRATO a la CONTRATISTA le está permitido contratar y delegar funciones a terceros encaminadas a la ejecución y satisfactorio cumplimiento del presente contrato. **DÉCIMA SEXTA: RENUNCIA:** Los abogados de LA CONTRATISTA están ubicados en nueve ciudades diferentes dentro y fuera de Estados Unidos y LA CONTRATISTA representa actualmente miles de clientes. Con el fin de que LA CONTRATISTA no sea ubicada innecesariamente en un conflicto de intereses que le impida representar a la República o a otros clientes, LA CONTRATISTA rutinariamente





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le pide a sus clientes extenderle su renuncia anticipada en situaciones de conflicto de intereses en materias distintas a las materias en las cuales los representamos. En consecuencia, el INGUAT otorga su consentimiento anticipado de que la CONTRATISTA no será descalificada en razón de su representación de la República, para representar intereses adversos a la República en litigios, transacciones u otros asuntos que no estén sustancialmente relacionados con los asuntos para los cuales LA CONTRATISTA ha sido contratada por INGUAT bajo el presente contrato. Esta renuncia o consentimiento mantienen las obligaciones de LA CONTRATISTA intactas, y no le permitirán a la CONTRATISTA representar intereses directamente adversos a INGUAT o a la República en cuestiones que estén sustancialmente relacionados con el trabajo realizado para INGUAT bajo el presente contrato. Este consentimiento o renuncia también confirma que, salvo expreso acuerdo en contrario, LA CONTRATISTA está siendo contratada por, y representará, a INGUAT y no a ninguna matriz, subsidiaria o filial suya. **DÉCIMA SÉPTIMA: TERMINACIÓN DEL CONTRATO:** El presente contrato se dará por terminado cuando ocurra cualquiera de las circunstancias siguientes: a) Por vencimiento del plazo del contrato, siempre y cuando que no se haya acordado prórroga alguna; b) Por caso fortuito o de fuerza mayor que imposibilite su cumplimiento; c) Por rescisión acordada de mutuo acuerdo; d) Por incumplimiento de LA CONTRATISTA en los plazos establecidos y/o condiciones convenidas; y e) Cualquier otra señalada en el presente contrato. **DÉCIMA OCTAVA: CONTROVERSIAS Y RECLAMACIONES:** Toda controversia relativa al incumplimiento, interpretación, aplicación y efectos de este contrato, fianzas y seguros celebrados con motivo de la aplicación de la Ley de Contrataciones del Estado, se someterán a la jurisdicción del Tribunal de lo Contencioso Administrativo, después de agotada la fase conciliatoria entre las partes y el procedimiento administrativo. Queda a salvo lo dispuesto en el artículo ciento tres (103) de la Ley de Contrataciones del Estado. EL INGUAT y LA CONTRATISTA adicionalmente expresan su consentimiento para que, por iniciativa de cualquiera de las dos partes, de resolver cualquier controversia que surja respecto al presente contrato sea finalmente resuelta bajo las Reglas de Arbitraje de la Cámara de Comercio Internacional de París por uno o tres

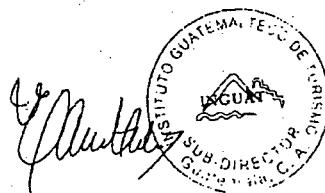




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árbitros nombrados en concordancia con dichas reglas. **DÉCIMA NOVENA: DECLARACIÓN JURADA:** Yo, Raúl Rodolfo Herrera, declaro bajo juramento que ni yo ni mi representada nos encontramos comprendidos dentro de las prohibiciones que establece el artículo ochenta (80) de la Ley de Contrataciones del Estado y que estamos enterados de las penas relativas al delito de perjurio y de los alcances legales de la presente declaración. **VIGÉSIMA: APROBACIÓN DEL CONTRATO:** Para que el presente contrato surta sus efectos legales y obligue a las partes debe ser aprobado de conformidad con lo dispuesto en la Ley de Contrataciones del Estado, Decreto cincuenta y siete guion noventa y dos (57-92) del Congreso de la República y sus reformas. **VIGÉSIMA PRIMERA: ACEPTACIÓN:** En los términos relacionados los otorgantes aceptamos el contenido del presente instrumento, quienes leemos lo escrito y enterados de su contenido, objeto, validez y demás efectos legales lo ratificamos, aceptamos y firmamos.

A handwritten signature in black ink, appearing to read "Raúl R. Herrera".



I, Aura M. Colmanni, hereby certify that I hold a Master's Degree in Translation from Sorbonne University, Paris France; that I am competent to translate from Spanish into English; and that the attached documents are a true and accurate translation of the original documents in English.

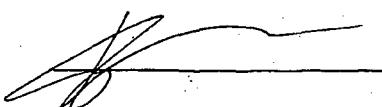
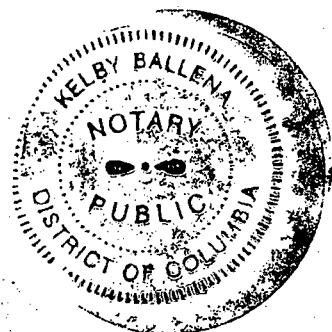


Date: 9/11/2012

AURA M. COLMANNI

District of Columbia: SS

Subscribed and Sworn to before me this 11 of September, 2012.



Kelby Ballena
Notary Public, D.C.
My Commission Expires May 31, 2013

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ADMINISTRATIVE CONTRACT NUMBER THREE HUNDRED AND SIXTY-SIX HYPHEN TWO THOUSAND

TWELVE 366-2012.

In the city of Guatemala, on August Thirty, Two Thousand Twelve, we: **MARUJA RENEÉ ACEVEDO ORELLANA**, Forty-Nine years-old, single, Guatemalan, BA in International Relations, who resides in the Department of Guatemala, Republic of Guatemala, identified with Personal ID Document with Unique ID Code No. , issued by the National Registry of Persons of the Republic of Guatemala, who appears in her capacity as **Assistant Director of the Guatemalan Institute of Tourism** (hereinafter simply “**THE INGUAT**”), a legal capacity that is proven by her appointment certified with Government Decree No. Six, dated January Twenty-Four, Two Thousand Twelve, issued by the Constitutional President of the Republic, and the certification of the Minutes of Taking Office, No. Twenty Seven Hyphen Two Thousand Twelve (**27-2012**) signed by **THE INGUAT’s Department of Human Resources**, dated January Twenty Seven Two Thousand Twelve; the address to receive notifications is stated as Avenue One Hyphen Seventeen, Centro Cívico, Zone Four of this city. In addition, **RAÚL RODOLFO HERRERA**, Fifty-Four years-old, married, American, lawyer, with residence in the United States of America, identified with Passport No. , issued by the State Department of the United States of America, in accordance with the provisions of Article Eighteen (**18**) of Decree One Thousand Seven Hundred and One (**1701**) of the Congress of the Republic, Organic Law of the Guatemalan Institute of Tourism, appears and acts in his capacity as Partner of the **ARNOLD & PORTER LLP**

law firm (hereinafter “**THE CONTRACTOR**”), permanently registered with the District of Columbia Registry,

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INGUAT
Assistant Director
Guatemala, C.A.)

Washington, D.C., United States of America, under number Two Hundred and Ten Thousand Two Hundred and Eighty (210,280). My capacity as Partner gives me sufficient authority to represent ARNOLD & PORTER LLP, and sign the present contract according with the Certificate of Incumbency dated August Thirteen Two Thousand Twelve. I state that Twelfth Street, Number Five Hundred and Fifty-Five, NW, District of Columbia, Washington, D.C. United States of America, Zip Code Twenty Thousand and Four (20004) is the

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address where notifications should be received. We, the appearing parties, declare that we are free to exercise our civil right to carry out this act, and that our capacities and the entities we represent are sufficient and ample according to the law and to our own judgment. And that having seen the related documentation, and through this instrument, we agree to enter into the present **ADMINISTRATIVE CONTRACT TO MANAGE IMAGE IN ORDER TO ATTRACT INVESTMENT AND TOURISM THROUGH THE DEVELOPMENT OF A STRATEGY REGARDING GUATEMALA'S LEGAL, MEDIA AND PUBLIC POLICY OBJECTIVES IN WASHINGTON, D.C.**, which is contained in the following clauses:

ONE: LEGAL BASIS: We enter into the present Contract in accordance with the provisions of Articles One (1), Three (3), Forty-Three (43), Forty-Four (44), Forty-Seven (47), Forty-Eight (48), Forty-Nine (49), Sixty-Five (65) and One Hundred and Two (102) of Decree No. Fifty Seven Hyphen Ninety-Two (57-92) of the Congress of the Republic; State Procurement Law; Articles Twenty (20), Twenty-Six (26), Thirty-Eight (38) and Seventy-Eight (78) Rules of the State Procurement Law, Government Decree 1056-92, as amended; Resolution No. Seven Hundred and Thirty-One Hyphen D (731-D), dated July First, Two Thousand Nine, by THE INGUAT Directorate.

TWO: JUSTIFICATION: The present Contract is justified by the need to attract foreign investment and tourism through improvement in Washington D.C., and in the various strata in the United States, of the way the Guatemalan investment climate is perceived. The importance of foreign investment lies on the high levels of international savings, as opposed to domestic savings, with which it is logical to compete for, with other countries in the Region, to obtain greater foreign investment and give rise to productive projects. On the other hand, the relevance of tourism lies in its attraction, that apart from generating foreign currency income it also creates a virtuous circle where more tourism and more investment result from an improved image.

THREE: PURPOSE: I, Maruja Reneé Acevedo Orellana, state that the purpose of the contract is to handle Guatemala's image in order to attract investment and tourism by means of strategic consultancy on Guatemala's legislative, media and public policy objectives in Washington, D.C. The present contract aims

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to achieve Guatemala's legislative, media and public policy objectives in Washington, D.C. – with regard to Guatemala's priority matters – by (1) Identifying Guatemala's legislative and public policy objectives in the United States, and (2) carrying out activities based on THE CONTRACTOR's strategic advisory, and government relation services with the United States Legislative and Executive Branches. **FOUR: THE CONTRACTOR'S GENERAL CHARACTERISTICS:** I, Raúl Rodolfo Herrera, representing THE CONTRACTOR, state that through this Contract I undertake to provide strategic advisory services on Guatemala's legal, media and public policy objectives in Washington, D.C. by, in general, (1) identifying Guatemala's legislative, media and public policy in the United States, with the support of the Guatemalan Government, the President of the Republic, the Vice-president, Guatemala's ministers, and the Ambassador of Guatemala in the United States and (2) carrying out actions based on THE CONTRACTOR's strategic consultancy services, and government relations services with the United States' Legislative and Executive Branches, and the media. **FIVE: THE CONTRACTOR'S SPECIFIC CHARACTERISTICS:** I, Raúl Rodolfo Herrera, representing THE CONTRACTOR, state that through this Contract I undertake to: (1) Hold an initial work session to launch the "Search for Guatemala's Legislative, Media and Public Policy Objectives in Washington, D.C." initiative, for the purpose of finding out about the current interaction with American Congress', President Barack Obama's Administration's, and other key agencies', officials; (2) Identify Guatemala's public policies, including policies on the matter of security and foreign investment which are reviewed in Washington D.C., or depend, to a certain measure, on Washington D.C. and its various strata – whether the success of the policy requires the support of the United States (Congress or Executive Branch) or whether the image given of Guatemala and its policies are decisive for the success of the public policy in question; (3) the development of a detailed strategy, which will illustrate a plan to achieve short and medium term objectives; (4) prepare and submit a comprehensive monthly report to INGUAT about the activities carried out, and the work completed, by THE CONTRACTOR during the month prior to the report, supported by

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reasonable evidence of the activities carried out. **SIX: CHARACTERISTICS REGARDING INGUAT AND THE REPUBLIC:** I, Maruja Renée Acevedo Orellana, express the INGUAT's and the Republic of Guatemala's commitment to maintain fluid and permanent communication between the Republic of Guatemala and THE CONTRACTOR, in order to enable and validate the identification of relevant Guatemala's public policies that have some level of interdependence with the United States' Congress or Executive Branch, the preparation of a strategy to achieve Guatemala's legislative, media and public policy objectives in Washington, D.C.; and the actions leading to achieving such objectives. **SEVEN: DURATION OF CONTRACT:** The present Contract shall be effective from September 1, 2012 to December 31, 2012, for a monthly sum of One Hundred and Forty Three Thousand Seven Hundred and Fifty United States Dollars (US\$143,750.00); INGUAT shall make the payments without any tax withholdings or charges, and the payment shall be Net to THE CONTRACTOR for the sum shown in the present Contract. Subsequent to carrying out the aforementioned activities, THE CONTRACTOR shall send INGUAT an invoice listing the Fees that are being charged, and giving all details reasonably required by INGUAT or the Republic, including the number of hours worked, a description of tasks carried out under the present contract and the number of partners and associates involved. The invoices shall be paid quarterly, within 30 days after receipt of the invoice. Said payments shall be made by wire transfer to the Arnold & Porter LLP bank account; Bank Information: BB&T (Branch Banking & Trust Co.); ABA: 054001547; Account No. ; Swift: BRBTUS33. **EIGHT: CONFIDENTIALITY:** THE CONTRACTOR

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Assistant Director,
Guatemala, C.A.]

shall maintain confidential all the information obtained for the execution of the present Contract, whether the information is stored in writing, on electromagnetic media, or included in tangible media such as reports, displays, telecommunication networks or others, that are not of public domain. THE CONTRACTOR is obliged to keep any government information to which THE CONTRACTOR may have access owing to the present Contract confidential, as well as products generated from THE CONTRACTOR's activity as attorneys in the framework of the present contract, unless INGUAT or the Republic of Guatemala give their

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authorization for their disclosure. Failure to comply with this clause shall entitle INGUAT to exercise any corresponding legal action, in accordance with Article Two Hundred and Twenty-Two and Two Hundred and Twenty-Three, Criminal Code. **NINE: CONTRACT COMPLETION BOND.** As a pre-requisite to the approval of the Contract, THE CONTRACTOR shall deposit, to the favor of INGUAT, in a Bond Company of renowned capacity and financial good standing, and duly authorized to operate in Guatemala, a Bond equivalent to TEN PERCENT (10%) of the value of the present Contract, as a guarantee that contractual obligations shall be fulfilled. The Bond shall remain in effect until the Republic of Guatemala, through INGUAT, and upon request by THE CONTRACTOR, issues a certification stating that the Republic of Guatemala received the legal services covered in this Contract to the Republic's whole satisfaction. THE CONTRACTOR shall give the Completion Bond to INGUAT's Legal Department within a period of Twenty (20) days from the signature of the present Contract. **TEN: THE CONTRACTOR'S OBLIGATIONS:** THE CONTRACTOR undertakes to a)

Render the consultancy services agreed in this document and in the manner described in Clauses Four and Five of this Contract, and the Proposal submitted; and b) meet the established deadline. **ELEVEN:**

COPYRIGHT: The content (texts, graphics, illustrations, etc.) and products generated by the studies carried out, when received and approved by INGUAT or the Government of Guatemala for the purposes of publication or issue, shall become the sole and exclusive property of the Government of Guatemala and INGUAT, who shall be able to organize its publication, distribution, advertising and promotion without any

prior or subsequent authorization by the author, without any time, space or conditions limitation. In

addition, by this Contract, THE INGUAT acknowledges the moral rights (authorship) of the services that are hired through this Contract, without it representing any present or future financial liability, additional to the payment agreed for completed services. Therefore, as of now, THE CONTRACTOR authorizes the Government of Guatemala and THE INGUAT to: a) Duplicate, by any method; b) Translate into any language; c) Adapt, Modify or Transform d) Communicate to the public, directly or indirectly, by any means

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or procedure, known or to be known. **TWELVE: NOTIFICATIONS ON TERMINATION OF CONTRACT:** Once the services are concluded to the entire satisfaction of THE INGUAT, the parties to the present contract shall both issue the notifications on contract termination. **THIRTEEN: ACT OF GOD OR FORCE MAJEURE:** The parties shall be released from any liability for any event that may take place, considered an Act of God or *force majeure*, and prevent the fulfillment of the present Contract. Written notification, with evidence of the event, shall be given. The INGUAT shall not compensate for Acts of God or *force majeure*. **FOURTEEN: PROHIBITIONS:** THE CONTRACTOR shall not assign, transfer, alienate, or dispose in any way, totally or partially, any of the rights deriving from the present contract, on pain of nullity of the agreement and compensation for damages that may be caused to THE INGUAT. **FIFTEEN: AUTHORIZATION TO HIRE AND DELEGATE:** Under the present CONTRACT, THE CONTRACTOR is allowed to hire third parties, and delegate activities to third parties, for the purpose of the execution and satisfactory fulfillment of the present contract. **SIXTEEN: WAIVER.** THE CONTRACTOR's attorneys are located in nine different cities within and outside the United States, and THE CONTRACTOR currently represents thousands of clients. In order for THE CONTRACTOR not to be unnecessarily placed in a conflict of interests which would prevent THE CONTRACTOR from representing the Republic and other client, THE CONTRACTOR shall routinely ask its clients to issue an advance waiver in situations of conflict of interests, on matters different from the matters where they are represented. Consequently, THE INGUAT grants its consent in advance, so that THE CONTRACTOR is not disqualified, by reason of representing the Republic, to represent interests contrary to the Republic in litigations, transactions or other matters that are not substantially related to the matters for which THE CONTRACTOR has been hired by INGUAT in the present Contract. This Waiver or Consent maintains THE CONTRACTOR'S obligations intact, and shall not allow THE CONTRACTOR to represent interests that are directly adverse to INGUAT or to the Republic in matters that are substantially related to the work carried for INGUAT under the present contract. This Waiver or Consent also confirms that, unless

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INGUAT

Assistant Director

Guatemala, C.A.]

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expressly stated to the contrary, THE CONTRACTOR has been hired by INGUAT to represent INGUAT and no other parent, subsidiary or affiliate of INGUAT. **SEVENTEEN: TERMINATION:** The present Contract shall be considered as terminated when any of the following circumstances occur: a) The term of the contract expires, provided no extension has been approved; b) Acts of God or Force Majeure take place, that make the fulfillment of the contract impossible; c) A mutually agreed rescission of the contract; d) Breach of contract by THE CONTRACTOR of the agreed periods and/or conditions; and e) Any other cause set forth in the Contract. **EIGHTEEN: DISPUTES AND CLAIMS:** Any controversy regarding a breach, interpretation, application and effects of this contract, bonds and assurances subscribed owing to the application of the State Procurement Law, shall be submitted to the jurisdiction of the Contentious Administrative Court, after having exhausted the conciliatory phase between the parties, and the administrative proceeding. Without prejudice to the provision in Article One Hundred and Three (103) of the State Procurement Law. In addition, THE INGUAT and THE CONTRACTOR express their consent to, under the initiative of any of the two parties, finally resolved any controversy resulting from the present contract under the rules of arbitration of the International Chamber of Commerce of Paris, by one or three arbitrators appointed under said rules.

NINETEEN: SWORN STATEMENT: I, Raúl Rodolfo Herrera, declare under oath that neither I, nor the firm I represent, are included in the prohibitions established by Article Eighty (80) of the State Procurement Law, and that we are aware of the penalties relating to the crime of perjury, and the legal scope of the present statement. **TWENTY: CONTRACT APPROVAL:** For the present Contract to become legally binding, it must

be approved in accordance with the provisions of the State Procurement Law, Decree Fifty-Seven Hyphen

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Assistant Director
Guatemala, C.A.]

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(57-92) of the Congress of the Republic, as amended. **TWENTY-ONE: ACCEPTANCE.** According to the aforementioned terms, we, the Executing Parties, accept the content of the present instrument and having read it, and being aware of its content, purpose, validity and other legal effects, we ratify it, accept it, and sign it.

[Signed]

Raul Herrera

[Signed]

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INGUAT
Assistant Director
Guatemala, C.A.]